

In the Matter Of:

Grace Ocean Private Limited and Synergy Marine PTE Ltd

AJITH KUMAR

August 15, 2025



IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
NORTHERN DIVISION

In the Matter of the)
Petition of)
GRACE OCEAN PRIVATE)
LIMITED, AS OWNER OF THE)
M/V DALI,)
and) Civ. No. 24-00941-JKB
SYNERGY MARINE PTE LTD,) IN ADMIRALTY
AS MANAGER OF THE M/V DALI)
for Exoneration from or)
Limitation of Liability)

30(b)(6) DEPOSITION OF

AJITH KUMAR

ON BEHALF OF SYNERGY MARINE PRIVATE LIMITED

AUGUST 15, 2025

ORAL VIDEOTAPED DEPOSITION OF AJITH KUMAR, produced
as a witness at the instance of the State of Maryland
and duly sworn, was taken in the above-styled and
numbered cause on the 13th day of August, 2025, from
9:05 a.m. to 6:24 p.m., before Melinda Barre, Certified
Shorthand Reporter in and for the State of Texas,
reported by computerized stenotype machine at the
offices of Duane Morris LLP, 1201 Wills Street,
Suite 330, Houston, Harris County, Texas, pursuant to
the Texas Rules of Civil Procedure and the provisions
stated on the record or attached hereto.

1 MR. JARRETT: Can we get a copy
2 of that for the witness and counsel.

3 BY MR. JARRETT:

4 Q. Captain, I'm going to show you
5 what's been previously marked as
6 deposition Exhibit 90.

7 A. Thanks.

8 Q. This was -- I'll tell you that
9 this was identified by Grace Ocean as
10 being the contract in effect between Grace
11 Ocean and Synergy Marine.

12 A. Yes.

13 Q. You've seen this document
14 before?

15 A. Yes.

16 Q. So we're going to go through
17 this document a little bit because I want
18 to understand fully who has what
19 obligations under the agreement.

20 A. Sure.

21 Q. Before I do that, though, I just
22 want to clarify that the DALI, during the
23 period of time last year when it was in
24 Baltimore, was under time charter to
25 Maersk. Is that not right?

1 A. That is correct.

2 Q. And Maersk as the time charterer
3 had certain obligations with respect to
4 the DALI, did it not?

5 A. Yes.

6 Q. One of those obligations of
7 Maersk was to provide the fuel for the
8 vessel. Is that right?

9 A. Yes.

10 Q. Does Maersk also make the
11 arrangements to provide the fuel?

12 A. Usually charterers provide the
13 arrangements, and they make the
14 arrangements.

15 Q. And is it also true that the
16 charterers decide what cargo the ship will
17 carry?

18 A. Yes, sir.

19 Q. And they arrange for the
20 shippers to provide their cargo to the
21 vessel?

22 A. That is correct.

23 Q. And they, Maersk, charges those
24 shippers a fee to carry their cargo from
25 one place to another?

1 A. I don't know what is the
2 agreement between charterers and the
3 shippers.

4 Q. Don't you know that charterers
5 get paid?

6 A. Of course they get paid, but I
7 don't know --

8 Q. You don't know the details?

9 A. Details, yes.

10 Q. Okay. Fair enough.

11 But the point is Maersk
12 collects those fees. Am I right?

13 A. Correct.

14 Q. And is it also true that Maersk
15 decides where the vessel goes?

16 A. Yes. Maersk decides.

17 Q. And who sets the schedule?

18 A. Maersk sets schedule.

19 Q. Maersk sets the schedule. So if
20 we wanted to identify the responsibilities
21 that Maersk has, Maersk arranges for the
22 fuel. Yes?

23 A. That is correct.

24 Q. Pays for the fuel. Yes?

25 A. That is correct.

1 Q. Arranges for the cargo. Yes?

2 A. That is correct.

3 Q. Collects fees for the cargo.

4 Yes?

5 A. That is correct.

6 Q. Arranges for the ports of call?

7 A. That is correct.

8 Q. And sets the schedule?

9 A. Yes.

10 Q. Anything else that I left out

11 that is the charterers' responsibility?

12 A. I don't think so from what I can

13 remember.

14 Q. What about this. Who arranges

15 for the port agents?

16 A. Charterers.

17 Q. Charterers do that.

18 A. Everything.

19 Q. Okay. Very good. And in terms

20 of the company's obligations, Synergy

21 Marine's obligations, to the vessel owner,

22 those are all set forth in this document?

23 A. Yes.

24 Q. Okay. And this gentleman that

25 signed the contract on the first page on

1 A. That is correct.

2 Q. And if you go to the top of the
3 next page -- we're on page 2 of the
4 contract, paragraph 1.2 -- it identifies
5 Synergy Marine as the agent for Grace
6 Ocean. Is that right?

7 A. That is correct.

8 Q. And all of the functions that
9 Synergy Marine performs with respect to
10 the DALI are all done in its capacity as
11 agent for Grace Ocean. Am I right?

12 A. Yes.

13 Q. And the way this contract is
14 structured is there's an identification of
15 duties by Synergy Marine that are called
16 "basic services." Is that right?

17 A. Yes.

18 Q. And for those basic services
19 Synergy Marine charges a fee?

20 A. Yes, that is correct.

21 Q. And sometimes Synergy Marine may
22 be called upon to perform what they call
23 additional services. Is that right?

24 A. No. Synergy Marine charges for
25 the ship management services. So in this

1 services in its discretion. Do you see
2 that?

3 A. That's correct.

4 Q. What does that mean, manpower?
5 Is that talking about shipboard crew, or
6 is that talking about shoreside support?

7 A. What is my understanding is that
8 it is for the ship's crew and also
9 necessary assistance from the shore.

10 Q. Let's look at paragraph 4.1.
11 And you see -- I think this explains the
12 fee structure?

13 A. Yes, that is correct.

14 Q. And in paragraph 4.1.1 it
15 indicates that Synergy Marine is to be
16 paid a monthly management fee. Do you see
17 that?

18 A. That is correct.

19 Q. How much is that?

20 A. If I remember correct, it was
21 \$10,000, if I remember correct, because
22 they keep changing every year. So it is
23 \$10,000.

24 Q. \$10,000. Is that U.S. dollars?

25 A. That is correct.

1 Q. And then in 4.1.2 it provides
2 that Synergy Marine will also get in
3 addition a monthly sum of working capital.

4 A. That is correct.

5 Q. Which is, I presume, based on an
6 annual budget?

7 A. Based on annual budget, yes.

8 Q. So is it correct that Grace
9 Ocean and Synergy Marine decide on what
10 that annual budget should be?

11 A. Yes.

12 Q. And then divide it by 12 and you
13 get 1/12th of that every month?

14 A. The budget is submitted on a
15 monthly basis. So then that has been
16 calculated annually; but they provide the
17 monthly OpEx, what we call as operational
18 expense.

19 Q. OpEx, O-p-E-x?

20 A. That is correct.

21 Q. And how much approximately is
22 the OpEx?

23 A. 2016 one I don't really know the
24 exact number. It should be somewhere
25 around 80 to \$90,000, if I remember.

1 Q. Today in 2025? 2024 is what I
2 care about.

3 A. That is correct. 2024, 2025
4 maybe 90 to 100. I think so.

5 Q. And then, of course, you see
6 4.1.3 says that Synergy Marine is entitled
7 to additional fees for additional
8 services?

9 A. That is correct.

10 Q. And I guess those are -- if such
11 an additional service is requested, then
12 the parties negotiate a fee?

13 A. It is mentioned in the SMA, if I
14 remember correct, that the superintendent
15 goes onboard for doing VIR and audit. So
16 there are particular days that they say
17 that you have to give 10 days or 15 days,
18 which I'm not sure. I'm just explaining
19 in general. That those many days will be
20 without any fees, just included in your
21 management fees annually.

22 And over and above, if that
23 comes in and they agree -- they come to an
24 agreement with -- each owner come to an
25 agreement that per day they will pay this

1 much to that. So that comes for the
2 vessel visit.

3 And also for the dry dock
4 if superintendents goes and give his
5 assistance to the dry dock, they may get
6 paid daily, which will be agreed by the
7 owners and the ship management team.

8 Q. That makes perfect sense.

9 So what you're telling me
10 is if the technical superintendent goes
11 aboard the ship or to the dry dock in
12 excess of the number of days provided for
13 in the contract, then the company gets
14 compensated for that?

15 A. That is correct.

16 Q. Whenever I -- I just want to
17 make clear that if those extra services
18 are provided, the company that receives
19 the extra revenue is Synergy Marine?

20 A. That is correct.

21 Q. Skip ahead to page 5, please, in
22 section 5.3.

23 A. (Witness complies.)

24 Q. Am I correct that as part of
25 this contractual agreement that Grace

1 Ocean agrees to provide insurance coverage
2 for the vessel and for the operations of
3 the vessel?

4 A. Allow me to just read through
5 it.

6 Q. Sure, yes, sir.

7 A. Yes. 5.3.1 says that Grace
8 Ocean is to pay.

9 Q. And, importantly, in 5.3.3 the
10 contract specifies that Synergy Marine is
11 to be named as an additional insured on
12 Grace Ocean's policies?

13 A. Which is correct. For all the
14 insurance it is a general clause that
15 whoever is the manager for the vessel has
16 been added as co-insurer.

17 Q. Perfect. Yes. I understand.
18 Thank you.

19 And if you skip ahead to
20 the next page, page 7, and specifically
21 paragraph 7.2 -- do you see that?

22 A. Yes.

23 Q. Paragraph 7.2 is what we would
24 call in the business a waiver of liability
25 by Grace Ocean in favor of Synergy Marine.

1 Am I right?

2 A. Yes. The manager shall be under
3 no liability.

4 Q. Right. And that is no liability
5 to Grace Ocean if something bad were to
6 happen to the vessel?

7 A. Yes.

8 Q. And then in paragraph 7.3 that's
9 an indemnity provision that provides that
10 Grace Ocean will be indemnifying Synergy
11 Marine in connection with any exposures
12 that it might have that arise out of the
13 operation of the vessel. Am I right?

14 A. Just allow me to just have a
15 quick look.

16 Q. Yes, sir, of course.

17 A. That is correct. The 7.2 --
18 what I understand is 7.2 is mentioned in
19 the last line the manager's total
20 cumulative liability for each incident or
21 series of incidents arise to a claim shall
22 never exceed sum of 60,000 USD. That is
23 correct.

24 Q. Okay. Thank you very much.

25 All right. Skip ahead, if

1 you would, please; and I want to go to
2 page 10 of the contract, which is the
3 annex 1. And this basically describes all
4 the services that Synergy Marine will
5 provide to the DALI. Am I right?

6 A. That is correct.

7 Q. And I want to slide my finger
8 down this page and have you -- have you
9 explain some things to me.

10 So the first paragraph
11 says, "The manager shall provide suitably
12 qualified crew for the vessel as required
13 by the company."

14 Do you see that?

15 A. Yes.

16 Q. What does the company -- and
17 that's Grace Ocean -- what do they require
18 by way of crew?

19 A. They need a qualified crew for
20 the particular vessel, in this case DALI,
21 got container experienced crew and with
22 all certificates as per safe manning that
23 should be onboard.

24 So Synergy Marine is
25 entitled to provide crew as per the safe

1 manning. But usually we agree to the
2 owners. We put our request to the owners
3 saying that we may require few more hands
4 onboard. So it is not always as per the
5 safe manning. It will be a little bit
6 more as per the safe manning.

7 Q. I saw that. That's actually
8 written into your SMS. Is that correct?

9 A. That's correct.

10 Q. Not the SMA. It's written into
11 the SMS that sometimes a ship may require
12 more personnel than provided for in the
13 safe manning certificate in order to
14 handle things like fatigue and that sort
15 of issue. Isn't that so?

16 A. That is correct, if I remember.

17 Q. And so just because a ship is
18 compliant with its safe manning document
19 doesn't mean that the crew is appropriate
20 necessarily for the particular voyage that
21 the ship is on?

22 A. That is defined by the flag
23 state; and the flag state puts this across
24 saying that for managing this type of
25 vessel under their flag, this many crew is

1 I also want to make clear
2 here that Synergy Marine does not itself
3 do the recruiting. Am I right?

4 A. Synergy Marine doesn't -- we
5 don't do the recruiting directly.

6 Q. Who does the recruiting directly
7 for Synergy Marine?

8 A. We have a crewing agency called
9 Synergy Marine Recruitment Private
10 Limited, SMRSPL. So that is a recruitment
11 company wherein which they will recruit
12 the crew for the particular vessel.

13 Q. And is that one of the companies
14 within the Synergy Group umbrella?

15 A. That is correct.

16 Q. Where is the recruitment company
17 headquartered?

18 A. It's in India.

19 Q. What town in India?

20 A. Chennai.

21 Q. Chennai. And who -- is there a
22 particular person at the recruitment
23 company that does the liaison with Synergy
24 Marine for the DALI?

25 A. For the engineers and for the

1 direct offices there are different PACs.

2 For the engineers I believe it's Madan

3 Singh for the DALI.

4 Q. M-a-d-a-n?

5 A. M-a-d-a-n, Madan Singh.

6 Q. S-i-n-g-h?

7 A. That's correct. And for the

8 deck staff it is Mr. Ranjan.

9 Q. Can you spell his name, please.

10 A. R-a-n-j-a-n. Ranjan Shetty,

11 S-h-e-t-t-y.

12 Q. He's for the deck side, and the
13 other gentleman is for the technical side?

14 A. That is correct.

15 Q. What about for the ratings, how
16 does that work?

17 A. Ratings, they have a separate
18 team under the crewing division wherein
19 which they have a process of recruiting
20 the crew and which ship management team
21 doesn't interact with them because only
22 the requirement is that they should be
23 providing crew with sufficient experience
24 and proper training.

25 So we don't interact with

1 them for their ratings. But the crew list
2 comes in. Our ship management team will
3 review that as they propose the team.

4 Q. And focusing on the officers
5 that are proposed to serve aboard the
6 DALI, the way I read the SMS is that the
7 ship management team has to review and
8 approve the candidates before they can go
9 aboard the vessel.

10 A. I think it would be better if I
11 put it this way. The manning agency
12 recruits the crew. They do all the
13 filtering and background checks,
14 everything. And they have a competency
15 team, which means they will be discussing
16 with the men what all the company-required
17 trainings are completed.

18 Once that is done, the
19 proposal is sent across to the ship
20 management team of Synergy Marine.
21 Synergy Marine team will be interacting
22 with that person by going through CV. And
23 each superintendent, marine or technical,
24 after his interaction can give a feedback
25 that he's been approved for this

1 particular vessel basis of his experience.

2 So he can either say yes,
3 this guy is suitable for going for this
4 vessel because he has enough experience or
5 you can say, This guy is not suitable.

6 Can you please propose another candidate.

7 Q. I see. I understand.

8 And I also saw when I took
9 a deposition from Grace Ocean that they,
10 too, have the right to review and approve
11 the officers aboard the vessel?

12 A. That is correct at times a few
13 of the owners. But here with the DALI I
14 have not seen they're asking for all the
15 CVs, but from the ship manager the owners
16 ask for the CVs.

17 And if there is any
18 promotions happening will be -- when I say
19 "promotion," means from chief mate to the
20 captain. They are onboard and they want
21 to get a promotion.

22 So we will be seeking
23 owner's approval that this person has
24 completed this experience and he did all
25 these courses. So again please approve

1 for this vessel, and he did this vessel or
2 the sister vessel earlier. So we will be
3 having that communication with the owners,
4 and they come back with their comment.

5 Q. And they can say "yes" or "no"?

6 A. That is correct.

7 Q. But I also saw that Synergy
8 Marine does not actually employ the crew
9 aboard the ship?

10 A. That is correct, because the
11 employees Grace Ocean, as mentioned, we
12 work for them.

13 Q. Right. So you identify the
14 crew; you vet the crew?

15 A. That is correct.

16 Q. And assuming that the person is
17 qualified and appropriate, your ship
18 management team approves them. Grace
19 Ocean would approve them. And then that
20 individual crew member would sign an
21 employment contract with Grace Ocean?

22 A. That is correct.

23 Q. Okay. So back on page 10 of
24 this document, slide your finger down. It
25 looks like the second (ii) point.

1 owner in dry docking. Am I right?

2 A. Yeah, supervision of dry
3 docking.

4 Q. But the vessel owner actually
5 pays for the dry docking, does it not?

6 A. That is correct.

7 Q. And ultimately it's the vessel
8 owner that decides what work is or is not
9 done in the dry dock?

10 A. That is correct.

11 Q. If you slide your finger down on
12 (vii), we're still on page 12.

13 A. Yes.

14 Q. It says that one of the
15 obligations of Synergy Marine is to
16 develop a safety management system that's
17 compliant with the ISM Code. Do you see
18 that?

19 A. That is correct.

20 Q. And has Synergy Marine done
21 that?

22 A. Yes.

23 Q. I have seen lots of parts of
24 that safety management system.

25 A. Yes.

1 operating budget?

2 A. Yes. Just let me.

3 Q. Yes, sir, of course.

4 A. Yes, sir.

5 Q. Is there a provision to modify
6 the budget during the course of the year?

7 A. There is no provision what I
8 understand to modify the budget. But as
9 the situation needed, which means that
10 they need to improve any, what to say, the
11 maintenance or if they want any additional
12 manpower over the budget, the ship
13 management team can approach the owners
14 and get their approval. That can be done.
15 And the support money for that will be
16 paid to the managers.

17 Q. If there's a budget in place --
18 I'm just going to pick a number as an
19 example -- of a hundred dollars.

20 A. Yes, sir.

21 Q. And Synergy Marine only turns
22 out to need \$95.

23 A. Yes, sir.

24 Q. What happens to that \$5
25 difference?

1 A. So we have a vessel account
2 system. For each vessel there is an
3 accounting system there. So the account
4 teams does this accounting for the
5 particular vessel. So in the book they
6 know that hundred we received and 5 we
7 have. So that 5 will be remaining.

8 Towards end of 12th month
9 we'll be updating to the owners or as and
10 when they need -- some of the owners say,
11 Can you please update us every six months
12 how it is.

13 So towards the end when we
14 go for presenting the next year budget,
15 they say, Okay, how much you have?
16 Sometimes will be negative; sometimes will
17 be positive. Negative instance we are
18 entitled to get this money from the
19 owners. That will not be too much because
20 we don't have money to pay the negative
21 one.

22 So we say, Okay, we have 5
23 extra, maybe 7 extra, maybe 10 extra for
24 each vessel so that they'll say, Okay, you
25 keep that because they can be used it for

1 operations because fixed by 12 months as
2 we discussed earlier. Every month they
3 will keep on putting that money. So the
4 owners also paying hundred dollars every
5 month.

6 Q. Yes.

7 A. Because they are committed to
8 that OpEx budget.

9 Q. The OpEx budget, yes.

10 A. So once they keep getting --
11 sometimes it will go 102 in some month.
12 So we know that we have 5 extra in our
13 hand. So those things will get adjusted
14 up and down over the course of one year.

15 Q. I see. But at the end of the
16 year if you have that \$5, can you keep it?

17 A. It's up to the owners to tell us
18 that you can keep it or return to us.

19 Q. Okay. Got it. Thank you.

20 So look on that same page,
21 sir, towards the bottom; and it talks
22 about communications. Do you see that?
23 It says, "The manager will provide the
24 aforementioned services to company and
25 shall ensure that the data and other

1 any nonbudget expense coming up; or
2 sometimes they say, Please use it for the
3 budgeted one.

4 So it is up to the owner to
5 decide what to do with that, but we will
6 be keeping the owners updated for each
7 vessel.

8 Q. I see. So sometimes that \$5 you
9 get to put in your pocket and keep it and
10 sometimes you give it back to the owner
11 and they apply it to the vessel going
12 forward?

13 MR. BELKNAP: Objection. You
14 can answer.

15 A. It is not keeping it in our
16 pocket. If it is in the book, we will be
17 updating the owner. So they know that,
18 Okay, hundred has been given. They have 5
19 and we are updating the owner, so owners
20 are aware of it.

21 BY MR. JARRETT:

22 Q. So the difference, the \$5
23 difference, is there any circumstance
24 under which you get to keep it?

25 A. Because that's the way the

1 understand the technical team, the
2 technical team -- they will be liaising
3 with the owner's technical team. So they
4 keep on asking, Can you please send this
5 report for the month. So, accordingly,
6 they will keep sharing those reports.

7 Q. What about fuel oil reports, are
8 those provided -- those are provided
9 daily, are they not?

10 A. Fuel oil reports comes from the
11 vessel on a daily basis and owners has a
12 request for the masters to keep them in
13 copy for certain messages, which is
14 messages from the charterers which is
15 important or any daily reports because
16 they also want to track their vessel what
17 is the consumption and everything. So
18 they ask the vessels through us to keep
19 owners also in copy.

20 Q. So we've talked about the
21 financial reporting --

22 A. Yes.

23 Q. -- which you talked about a
24 moment ago. That's done monthly?

25 A. That's correct.

1 Q. But the operational reporting,
2 some of that happens every day. There's a
3 noon report provided every day?

4 A. That is correct. If I remember
5 correct, that goes every day to owners.
6 They keep them in copy, in fact.

7 Q. And there's a fuel report that
8 goes every day?

9 A. Because in the noon report this
10 is included.

11 Q. I see. Anything other than the
12 noon report go to the owners every day?

13 A. I don't think so. I don't
14 remember, in fact.

15 Q. Okay. If you go to page 15,
16 this is -- you'll see at the top this is
17 annex 2. Do you see that?

18 A. Yes.

19 Q. And what I want to report -- I
20 just want confirmation that everything
21 listed on these next two pages by Roman
22 numeral, those are all costs and expenses
23 that are not included in the basic
24 services and for which Synergy Marine
25 could charge the owner if they have to

1 Q. So it's your understanding that
2 Synergy Group manages 14 or 15 vessels for
3 Grace Ocean?

4 A. Approximately. I don't know the
5 exact number; but that's what at that time
6 I understood from the team, that between
7 14 to 15 vessels they manage.

8 So he's telling that you
9 already have for -- at that particular
10 time you already have USD 5 million in the
11 recent seven years in your account. So
12 you can -- that's what I understand, that
13 you can take that money from this account
14 for the dry dock expenses.

15 Having said that, I just
16 for your attention that in the course of
17 this e-mail one of the superintendent
18 mentions says that this dry dock budget is
19 already approved but they did not paid,
20 which means maybe the owner is saying that
21 why I should pay another 2 million or
22 3 million? You already have it. So
23 please balance that.

24 Q. I got it.

25 So the sentence I was

1 asking about, the surplus, related to a
2 \$5 million surplus of budget for the 14 or
3 15 ships under management?

4 A. That's correct.

5 Q. Collectively?

6 A. Yes.

7 Q. Okay. Thanks.

8 A. Which owners was aware of that,
9 sir.

10 Q. Yeah, yeah. I just wanted to
11 know what it meant was all.

12 A. Got it.

13 Q. We're good. All right. I'm
14 going to change subjects.

15 MR. JARRETT: This next subject
16 is going to be a while. Do you want a
17 break, or are we good?

18 MR. BELKNAP: A break would be
19 a good idea.

20 MR. JARRETT: Okay.

21 MR. BELKNAP: We can make it a
22 quick one.

23 MR. JARRETT: Five minutes,
24 please.

25 THE VIDEOGRAPHER: Going off

1 make arrangements when the vessel comes
2 into port?

3 A. For all the port calls related
4 to the vessel they will hire that. But
5 certain time if the manning agencies want
6 to do some crew change, they can hire
7 them, the same charterer's agent, or they
8 can hire another agency.

9 Q. I see.

10 A. So you can have two agency at
11 times for attending crewing matters.

12 Q. And the agents that are hired by
13 the time charterer, they do things like
14 arrange for the berth?

15 A. That is correct.

16 Q. And handle customs?

17 A. Correct.

18 Q. Arrange for the stevedoring,
19 arrange for the fuel?

20 A. For all the charterers matters
21 for arrival/departure of the vessel, they
22 do it.

23 Q. I'm just naming them for people
24 who may not know --

25 A. Correct.

1 Q. -- what's entailed in that.

2 You know, you have all the
3 paperwork stuff, all the customs. They do
4 that, right?

5 A. Yes.

6 Q. You've got to get a berth to tie
7 up to. They do that?

8 A. Correct.

9 Q. They've got to have someone to
10 load and unload the cargo. They hire
11 that?

12 A. Correct.

13 Q. Sometimes you need to refuel.
14 They make arrangements for that?

15 A. Correct.

16 Q. What else do they do that I'm
17 missing?

18 A. They send information to the
19 master, what are the local requirements
20 and what are local needs to be carried out
21 and reportings to be carried out. So they
22 can do reportings on behalf of the vessel.
23 If the captain calls the agent, they can
24 do that.

25 Q. What about arranging for tugs?

1 A. It's all charterers through
2 their agents.

3 Q. What about hiring the pilots to
4 bring the ship in and out of port?

5 A. It's all the agents, charterer's
6 agent.

7 Q. Thank you. I saw in another
8 part of the website that as part of ship
9 crew management that Synergy Marine
10 ensures all crew meet STCW?

11 A. That is correct.

12 Q. But they also ensure that the
13 crew meets MLC requirements. Is that
14 labor?

15 A. Labor, yes, MLC.

16 Q. The Maritime Labor Convention?

17 A. That is correct.

18 Q. Does every DOC have the same
19 organizational structure as Synergy
20 Marine?

21 A. I'm not sure on that. More or
22 less it will be the same structure.
23 Depends on the ship's count. That will
24 vary. But almost the structure is the
25 same.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
NORTHERN DIVISION

In the Matter of the)
Petition of)
GRACE OCEAN PRIVATE)
LIMITED, AS OWNER OF THE)
M/V DALI,)
and) Civ. No. 24-00941-JKB
SYNERGY MARINE PTE LTD,) IN ADMIRALTY
AS MANAGER OF THE M/V DALI)
for Exoneration from or)
Limitation of Liability)

REPORTER'S CERTIFICATE

ORAL DEPOSITION OF AJITH KUMAR

August 15, 2025

I, Melinda Barre, Certified Shorthand Reporter in
and for the State of Texas, hereby certify to the
following:

That the witness, AJITH KUMAR, was duly sworn by the
officer and that the transcript of the oral deposition
is a true record of the testimony given by the witness;

That the original deposition was delivered to
David L. Reisman.

That a copy of this certificate was served on all
parties and/or the witness shown herein

1 on _____.

2 I further certify that pursuant to FRCP Rule
3 30(f)(1), that the signature of the deponent:

4 _____ was requested by the deponent or a party before
5 the completion of the deposition and that the signature is
6 to be before any notary public and returned within 30 days
7 from date of receipt of the transcript. If returned,
8 the attached Changes and Signature Page contains any
9 changes and the reasons therefor:

10 _____ was not requested by the deponent or a
11 party before the completion of the deposition.

12 I further certify that I am neither counsel for,
13 related to, nor employed by any of the parties or
14 attorneys in the action in which this proceeding was
15 taken, and further that I am not financially or
16 otherwise interested in the outcome of the action.

17 Certified to by me on this, the _____ day
18 of _____, 2025.

19

20

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Melinda Barre
Texas CSR 2192
Expiration: 12/31/25